

1 modems use a typical non-loaded copper loop to transmit a digital data stream
2 between the customer's premises (where a customer terminal is placed) and a packet
3 switched network node that generally resides in the local exchange carrier's central
4 office (this piece of equipment is generally referred to as a Digital Subscriber Line
5 Access Multiplexer – "DSLAM"). Using complex digital compression techniques,
6 today's xDSL technologies support a number of consumer data applications
7 including wide area networking for purposes of telecommuting as well as high-speed
8 internet access that dwarfs the speed achieved by a standard 56Kbs modem.
9

10 67. Q. Do the characteristics of the copper pairs used as a transmission medium for xDSL
11 technologies impact the efficiency of the system?

12 A. Yes, they do. However, the transmission "quality" of the underlying copper loop
13 effects different types of xDSL technologies differently. For example, some xDSL
14 technologies (especially the highest bandwidth capabilities of ADSL) are limited in
15 the extent to which they can effectively utilize existing copper loops that exceed a
16 particular length. Other types of xDSL, however, can use repeater devices that allow
17 theses services to use longer loops. Hence, while the length of a given copper loop
18 may "disqualify" a particular xDSL technology, the same copper loop may support
19 another form of xDSL technology that can provide the customer the benefits of high-
20 speed, digital transmission.
21

1 In addition, individual characteristics beyond the simple length of the loop can
2 impact the quality of the xDSL transmission. For example, an excessive deployment
3 of "disturbers" resident on the loop (generally bridged tap, load coils or repeaters)
4 can render a loop unusable for xDSL transmission (or, more generally, transmission
5 not only for xDSL technology but also for ISDN or other types of digital
6 technologies as well). This is why a "non-loaded" or a "clean" loop is required to
7 support most types of xDSL technologies.

8
9 68. Q. CAN YOU EXPLAIN THE DEFINITION OF AN XDSL LOOP THAT FOCAL
10 RECOMMENDS BE INCLUDED IN THE AGREEMENT?

11 A. Focal believes the following definition would allow it to use an Ameritech unbundled
12 loop to support any xDSL technology that it may (over the next three years) choose
13 to deploy to serve its customers. The following definition would not limit the type
14 of technology Focal would be allowed to deploy, as Ameritech's definition would do,
15 but instead simply defines the facility Focal will purchase from Ameritech and the
16 technical parameters that Focal can expect to encounter when it purchases this
17 particular unbundled element (i.e., an unbundled xDSL loop):

18 "xDSL Loop" is a 2-wire or 4-wire loop that supports the
19 transmission of all Digital Subscriber Line (DSL)
20 technologies. The loop is a dedicated transmission facility
21 between a distribution frame, or its equivalent, in an
22 Ameritech central office and the network interface device at
23 the customer premises. A copper loop used for such purposes
24 will meet basic electrical standards such as metallic

1 conductivity and capacitive and resistive balance and will not
2 include load coils or bridged taps. The loop may contain
3 repeaters at the option of the requesting carrier. The loop will
4 not be categorized based on loop length and limitations will
5 not be placed on the length of xDSL Loops.
6

7 The definition above simply defines the facility that will be provided when an xDSL
8 capable loop is ordered (i.e., it must be a copper loop, it must be free of load coils
9 and bridged tap, and it must meet common metallic conductivity, capacitive and
10 resistive balance standards). In essence, the loop above simply requires Ameritech
11 to provide a typical copper loop that is free of load coils, bridged tap and repeaters
12 where required by Focal (metallic conductivity, capacitive and resistive balance
13 standards for the xDSL capable loop would match those for a standard, voice grade
14 unbundled loop).
15

16 69. Q. ON WHAT BASIS DOES AMERITECH DISAGREE WITH FOCAL'S
17 DEFINITION AS DESCRIBED ABOVE?

18 A. To my knowledge, Ameritech currently has only two, DSL-specific unbundled loops
19 defined in either its tariffs or its interconnection agreements. Specifically, Ameritech
20 has defined an ADSL compatible loop and an HDSL compatible loop. It is my
21 understanding that these are the only two types of DSL technologies that Ameritech
22 currently deploys within its network to service its retail customers. Likewise, it is
23 my understanding that Ameritech has indicated that these are the only two types of
24 DSL technology that its network "supports." Accordingly, Ameritech apparently

1 attempts to similarly limit the types of DSL technologies its competitors can deploy
2 by using an Ameritech unbundled loop. For this purpose, Ameritech has resisted
3 agreeing to language wherein a generic xDSL loop could be ordered to support DSL
4 technologies in addition to ADSL and HDSL. In addition, Ameritech has limited the
5 length of any loop it will provide for use by DSL technologies.
6

7 70. Q. IS AMERITECH'S ATTEMPT TO LIMIT THE DSL TECHNOLOGIES
8 DEPLOYED BY ITS COMPETITORS APPROPRIATE?

9 A. No, it is not. While some limitations on untested or untried DSL technologies may
10 indeed be valid, due to the need to ensure that different DSL technologies are
11 compatible (i.e., they do not interfere with the signal of another DSL technology or
12 some other retail service), Ameritech's attempt to limit acceptable DSL technologies
13 to the two it currently uses is unnecessary and overly restrictive. Industry standards
14 exist that address the interference concerns that lie at the root of Ameritech's
15 restrictions. It is for this reason that the FCC limited the extent to which any
16 incumbent could restrict certain DSL technologies for use on its network:

17 195. In the Advanced Services First Report and Order, we concluded
18 that, "until long-term standards and practices can be established," a
19 loop technology should be presumed acceptable for deployment
20 under any one of several circumstances. These circumstances include
21 that the technology: (1) complies with existing industry standards; (2)
22 is approved by an industry standards body, the Commission, or any
23 state commission; or (3) has been successfully deployed by any
24 carrier without "significantly degrading" the performance of other
25 services. We found that any equipment deployed consistent with at

1 least one of these factors can be connected to the public switched
2 telephone network with reasonable confidence that the loop
3 technology will not significantly degrade the performance of other
4 advanced services, and with reasonable confidence that the
5 technology will not impair traditional voice band services. We also
6 concluded that an incumbent LEC may not deny a carrier's request to
7 deploy technology that is presumed acceptable for deployment unless
8 the incumbent LEC demonstrates to the relevant state commission
9 that deployment of the particular technology will significantly
10 degrade the performance of other advanced services or traditional
11 voice band services. [Line Sharing Order, paragraph 195]
12

13 Ameritech's proposed limitations fly directly in the face of the FCC's standards
14 embodied above. By attempting to define only an ADSL and HDSL compatible loop
15 within the agreement, Ameritech is inappropriately attempting to shift the burden of
16 proof that the FCC's put squarely on its shoulders. It is Ameritech that must
17 "...demonstrate to the relevant state commission that deployment of the particular
18 technology will significantly degrade the performance of other advanced services or
19 traditional voice band services" before being allowed to deny Focal's use of an
20 unbundled loop to support any DSL related service. Focal's definition recognizes
21 Ameritech's responsibility in this regard. Ameritech's definitions do not.
22

23 71. Q. FROM WHERE IS FOCAL'S DEFINITION OF A GENERIC XDSL CAPABLE
24 LOOP DERIVED?

25 A. Focal's definition of an unbundled loop is lifted nearly verbatim from the Texas
26 Commission's Arbitration Award in Docket Nos. 20226 and 20272 (hereafter Texas
27 Arbitration Award). Docket Nos. 20226 and 20272 were consolidated arbitrations

1 between Southwestern Bell Telephone, Rhythms Networks and Covad
2 Communications respectively. Similar to Ameritech's approach in this proceeding,
3 Southwestern Bell Telephone in its Texas arbitration attempted to limit both the
4 length of the loop that Rhythms and/or Covad could use to provision xDSL services
5 and, attempted to limit the types of DSL technology that these carriers could deploy
6 using those loops. The Texas Commission in the following excerpt rejected
7 Southwestern Bell Telephone's position:

8
9 The Arbitrators find that SWBT should not be allowed to limit the
10 capabilities of xDSL services on an xDSL loop through unnecessarily
11 complex definitions and restrictions. ... The competitive provisioning
12 of xDSL services appears consistent with Congressional intent
13 regarding innovation of advanced services. Arbitrary restrictions or
14 restrictions unilaterally imposed by an ILEC should not be placed on
15 the type of services that may be provisioned using copper loops.
16 However, the Arbitrators find that the technologies deployed on
17 copper loops must be in compliance with relevant national industry
18 standards and/or requirements established during this Commission's
19 §271 proceeding, e.g., standards set by the §271 DSL Working
20 Group.

21
22 The Arbitrators find that SWBT provided no compelling evidence for
23 its categorization of loop types, other than the distinction between 2-
24 wire and 4-wire loops, which is not a disputed issue. SWBT bases its
25 categorization on spectrum management issues, but provides no clear
26 rebuttal to proposals that many types of xDSL technology can be
27 placed on precisely the same "clean" copper pair. ... The Arbitrators
28 find that SWBT must offer a "2-wire xDSL loop" and a "4-wire
29 xDSL loop" and cannot require the use of multiple xDSL-Capable
30 loop offerings like the seven it proposed in these proceedings. In
31 addition, the Arbitrators find that the xDSL loop cannot be
32 "categorized" based on loop length and limitations cannot be placed
33 on the length of xDSL loops available to CLECs. [Texas Arbitration
34 Award, pages 10-11, footnotes removed]

72. Q. WHAT DEFINITION WAS ULTIMATELY ORDERED BY THE TEXAS COMMISSION IN THE ARBITRATION AWARD?

A. The following excerpt provides the definition ultimately adopted by the Texas Commission at page 11 of the Award:

A 2-wire xDSL loop (xDSL Loop) for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap.¹ The loop may contain repeaters at [CLEC's] option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations.

¹ Excessive bridged tap is defined as bridged tap in excess of 2,500 feet in length.

73. Q. IS THIS DEFINITION HIGHLY SIMILAR TO FOCAL'S PROPOSED DEFINITION IN THIS PROCEEDING?

A. It is nearly verbatim. The only differences between the definition adopted by the Texas Commission and the definition proposed by Focal in this proceeding is that Focal's definition encompasses both a 2-wire and 4-wire xDSL loop into a single definition (whereas the Texas Commission defined a 2 wire and 4 wire loop

1 separately) and, Focal's definition does not include language regarding the use of
2 digital loop carrier equipment in the loop. The xDSL products Focal foresees using
3 to serve its customers will not function on a loop that incorporates the use of digital
4 loop carrier. An all-copper loop is required. In reading through the entirety of the
5 Texas Arbitration Award, it is obvious that the language in the Texas Commission's
6 definition above regarding digital loop carrier was meant to capture the small
7 likelihood that digital loop carrier platforms would support some types of xDSL
8 services. However, since this is highly unlikely for the DSL technologies Focal
9 intends to deploy, such language is unnecessary in the Focal / Ameritech
10 Interconnection Agreement.

11
12 74. Q. ASSUMING THE COMMISSION ADOPTS FOCAL'S RECOMMENDATION
13 AND DEFINES WITHIN THE INTERCONNECTION AGREEMENT A
14 GENERIC, XDSL CAPABLE UNBUNDLED LOOP, WHAT PRICE SHOULD
15 APPLY FOR SUCH A LOOP?

16 A. The price for a generic, xDSL compatible loop should be equal to the 2-wire
17 ADSL/HDSL and 4-wire HDSL loops currently included in Ameritech's draft
18 agreement. Because Focal's definition would only serve to preclude Ameritech from
19 limiting the types of DSL technologies deployed on a given loop, there shouldn't be
20 any need to alter the price of the loop in question. Said another way, Focal isn't
21 seeking to alter the composition of the unbundled loop in question (or the costs

1 involved in making it available). Instead, Focal is simply attempting to require
2 Ameritech to allow it to use the loop to provision any number of xDSL services. As
3 such, no new rates are needed as the costs of provisioning the loop will not change.
4

5 **ISSUE 6: The parties were unable to agree on the degree to which**
6 **unbundled subloops would be available by Ameritech to Focal.**
7 **[Section 2.1.2 of Schedule 9.5 of the Interconnection Agreement]**
8

9 75. Q. PLEASE EXPLAIN ISSUE 6.

10 A. Section 2.1.2 of Ameritech's proposed agreement indicates a number of activities
11 Ameritech will undertake to provision an unbundled loop to Focal in circumstances
12 wherein Ameritech has engineered its network to provide loops via integrated digital
13 loop carrier (IDLC) or remote switching (RSU) technology. Focal wants to include
14 another option that it can pursue when it orders an unbundled loop to a location
15 wherein a copper loop facility does not exist or is not available. Specifically, in
16 situations wherein Focal cannot receive an unbundled copper loop that extends from
17 an Ameritech central office all the way to a customer's premises, Focal requires the
18 ability to access just the copper portion of the loop extending from the IDLC or RSU
19 remote terminal to the customer's premises. The FCC in its UNE Remand Order
20 refers to this type arrangement as "subloop" unbundling.
21

1 76. Q. WHAT EXACTLY DOES FOCAL WANT WITH RESPECT TO SUBLOOP
2 UNBUNDLING?

3 A. Simply put, Focal simply wants Ameritech to abide by its responsibilities as
4 identified in the FCC's UNE Remand Order.⁶ More specifically, Focal wants to be
5 able to access an unbundled loop at a remote terminal in the Ameritech network
6 wherein it can gain access to the copper portion of an unbundled loop. Focal wants
7 to include language in the Interconnection Agreement that specifically provides it
8 this right. It is my understanding that Ameritech has not been willing to include such
9 language in the agreement.

10
11 77. Q. HAS THE ILLINOIS COMMISSION IN THE PAST DECIDED THE ISSUE OF
12 SUBLOOP UNBUNDLING?

13 A. Yes, it has. In its Order in Docket No. 94-0096 consolidated (issued April 7, 1995
14 – nearly 1 year before the TA96), I believe the Illinois Commission was the first
15 Commission to review and approve the concept of subloop unbundling. At page 48
16 of its Order in that case the Commission adopted its Staff's recommendation to
17 require "subloop" unbundling as follows:

18 Full unbundling facilitates physical interconnection and the
19 development of a network-of-networks by creating new points of
20 interconnection between incumbent LECs and new LECs. As Staff
21 and MCI have pointed out, this aspect of unbundling may be crucial
22 to the deployment of new technologies....

⁶ See the *UNE Remand Order* at paragraphs 205-229.

1
2 Likewise, the Commission on the same page rejected Ameritech's claims that such
3 unbundling would be harmful to its network:

4
5 We reject at this time, generic claims that unbundling to the "loop
6 subelement" level would be technically infeasible and would risk
7 harm to Illinois Bell's existing network.
8
9

10 78. Q. WHAT IS THE SIGNIFICANCE OF THE ILLINOIS COMMISSION'S FINDINGS
11 FROM 1995?

12 A. Ameritech has, pursuant to state law, had an obligation to provide CLECs access to
13 its unbundled loop facilities at the "subelement" level since April 7, 1995. Hence,
14 for nearly 5 years Ameritech has had the ability to overcome any technical problems
15 associated with such unbundling and to develop methods and procedures by which
16 to facilitate such unbundling. However, in January 2000, even after issuance of a
17 federal rule requiring Ameritech to accomplish subloop unbundling in the same
18 manner by which state law has already required it, Ameritech still refuses to include
19 in its Interconnection Agreement with Focal language facilitating this type of
20 unbundling.
21

22 79. Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE NUMBER 6?

23 A. Because Ameritech has been on notice for several years that this type of unbundling
24 would be required, and that the Commission considered it to be technically feasible,

1 Ameritech should be required to include in its Interconnection Agreement with Focal
2 a standard, subloop unbundling alternative. More specifically, Ameritech should be
3 required to include at Section 2.1.2 of Schedule 9.5 to the Agreement, language
4 allowing Focal to access the unbundled loop at an IDLC or RSU remote terminal.
5

6 80. Q. SHOULD THE COMMISSION REQUIRE AMERITECH TO INCLUDE
7 LANGUAGE THAT ALLOWS FOCAL TO COLLOCATE EQUIPMENT IN
8 AMERITECH FACILITIES OTHER THAN CENTRAL OFFICES FOR
9 PURPOSES OF ACCESSING UNBUNDLED SUBLOOP ELEMENTS?

10 A. Yes, it should. The FCC in both its Advanced Services Order⁷ and its UNE Remand
11 Order⁸ has found that its collocation requirements apply to a carrier's right to
12 collocate at any technically feasible point. As such, in circumstances it is technically
13 feasible for Focal to collocate equipment (most likely to be DSLAM equipment for
14 use with DSL related technology) in an Ameritech facility other than a central office
15 (for example an environmentally controlled vault-ECV, a remote terminal, or a
16 feeder/distribution interface – FDI), Focal should be allowed to collocate such
17 equipment. This requirement will further Focal's ability to provide advanced
18 services on a level playing field with Ameritech. Because Ameritech can collocate
19 DSL equipment at discrete locations in its own loop plant (i.e., at the sub-loop level),

⁷ *First Report and Order and Further Notice of Proposed Rulemaking*, CC Docket No. 98-147.

⁸ See *UNE Remand Order* at paragraph 221.

1 Focal's inability to similarly place its DSL related equipment would serve only to
2 limit its ability to provide services of equal quality and value to those provided by
3 Ameritech.

4
5 81. Q. WHERE IT IS NOT TECHNICALLY FEASIBLE TO COLLOCATE FOCAL'S
6 OWN DSLAM EQUIPMENT OR OTHERWISE ACCESS AN UNBUNDLED
7 LOOP SO AS TO PROVIDE ITS OWN DSL RELATED SERVICES, SHOULD
8 AMERITECH BE REQUIRED TO UNBUNDLE ANY DSLAM IT EQUIPMENT
9 IT CURRENTLY USES AT THAT LOCATION?

10 A. Yes, it should. If Focal cannot access an unbundled loop at a location in a manner
11 that allows it to provide its own DSL related services via the use of its own DSLAM
12 equipment (because it is not "technically feasible" to collocate that equipment at that
13 specific location), Ameritech should be required to unbundle its own DSLAM
14 equipment for Focal's use. Absent Focal's ability to use Ameritech's DSLAM in
15 such a situation, Focal will be effectively precluded from competing with Ameritech
16 for advanced services in the location in question. Such a situation would be contrary
17 to Ameritech's obligation to allow access to network elements in a nondiscriminatory
18 fashion. If Ameritech is able to use a portion of its network to provision advanced
19 services simply because it allowed itself to locate a DSLAM at that location, yet,
20 Ameritech holds that allowing Focal to similarly collocate a DSLAM is technically
21 infeasible, Ameritech would be using its network elements (in this case a subloop

1 element) in a manner that its competitors could not duplicate. This is de novo
2 discrimination and is prohibited by the Act and good public policy. Likewise, such
3 a situation limits a customers ability to choose amongst competing carriers for
4 advanced services thereby harming the marketplace for advanced services. As such,
5 the Commission should allow Focal, in situations whereby it cannot collocate its own
6 DSLAM equipment, yet Ameritech has located DSLAM equipment within its
7 outside plant network, to use the Ameritech DSLAM to provision competitive
8 advanced services.

9
10 **ISSUE 7: The parties were unable to agree on whether Ameritech is able to**
11 **change any components of an already-provisioned xDSL loop**
12 **without Focal's consent. [Section 9.5.6 of the Interconnection**
13 **Agreement]**
14

15 82. Q. PLEASE DESCRIBE ISSUE 7.

16 A. It is my understanding that Ameritech intends to reserve its right to re-engineer or
17 modify its outside plant architecture without first notifying Focal or any other CLEC
18 as to the affect such revision might have on services provided over Ameritech's
19 unbundled loops. For example, wherein Focal may have purchased from Ameritech
20 a "clean" copper loop that includes no load coils or bridged tap, for purposes of
21 providing xDSL related services, Ameritech could, within the normal course of
22 business, place load coils or bridged tap on the loop without first consulting Focal
23 as to the consequences such actions might have on Focal's services or obtaining

1 permission from Focal before continuing its modifications. Focal, of course, wishes
2 to include language in the Agreement that would require Ameritech to notify it in
3 advance of any such actions that might impact the services it provides to its local
4 customers and to request and receive Focal's permission before altering the nature
5 of the loops Focal has purchased.

6
7 83. Q. WHY IS THIS ISSUE IMPORTANT FOR FOCAL?

8 A. Obviously, when Focal purchases an unbundled loop from Ameritech it uses that loop
9 to provision services to its own end-user customers. As such, Focal establishes a
10 business relationship with its customers wherein those customers pay Focal to
11 provide them with services they desire. If after Focal has provided its customer a
12 service Ameritech can, at its own discretion, change Focal's unbundled loop in such
13 a way that it can no longer support the customer's desired service, Focal is at an
14 obvious disadvantage in managing its business. Simply put, Focal's ability to
15 properly service its customers is subject to Ameritech's unmitigated ability to simply
16 intervene with network modifications that put Focal's customers out of service. This
17 isn't a workable scenario for Focal and, it isn't a scenario conducive to local
18 competition.

19
20 84. Q. DOESN'T AMERITECH NEED THE ABILITY TO MANAGE ITS NETWORK
21 AS IT SEES FIT?

1 A. Yes, to some extent it does. However, Focal has not requested that Ameritech be
2 removed from its right (or obligation) to manage its network in a way that best meets
3 the needs of its customers. Focal has asked only that Ameritech notify it in advance
4 when an Ameritech action is expected to jeopardize a Focal service supported by an
5 Ameritech unbundled network element and to request and receive Focal's permission
6 (which will not be unreasonably held) to modify the loop it has already purchased.
7 Like any other customer, Focal is entitled to the unbundled network element (or
8 service) it purchases from Ameritech. If Ameritech intends to change the underlying
9 nature of the network element Focal is purchasing, common sense dictates that
10 Ameritech notify Focal in advance and attempt to work around disrupting Focal's
11 service. Likewise, common sense dictates that the mechanism needed to ensure
12 Ameritech does notify Focal of such expected disruptions and the manner by which
13 Ameritech will attempt to mitigate any such disruptions should be included in the
14 Interconnection Agreement between the parties wherein each carrier's obligations are
15 expressly stated. As such, the Commission should require that Ameritech include in
16 the Interconnection Agreement, language ensuring that Ameritech will not alter the
17 fundamental nature of any unbundled network element Focal purchases without first
18 notifying Focal and working with Focal to address the problem without impacting
19 Focal's service to its end user customer (at which time Focal would provide the
20 needed permission to allow Ameritech to continue any network modifications that
21 needed to be made).

1
2 **ISSUE 12: The parties were unable to agree on language which would reflect**
3 **Focal's entitlement to OSS discounts. [Section 9.6.1 of the**
4 **Interconnection Agreement]**
5

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6 85. Q. PLEASE EXPLAIN THIS ISSUE.

7 A. Pursuant to paragraph 18 of the FCC's Conditions on the merger of Ameritech and
8 SBC Communications,⁹ Ameritech is required to provide discounted prices for
9 unbundled loops used by CLECs in their provision of advanced services, until such
10 time as it provides certain electronic ordering and preordering functions for DSL
11 related unbundled loops. Section 9.6.1 of the draft Interconnection Agreement
12 between the two parties details the process by which Focal can avail itself of such
13 discounts. The dispute between the parties revolves around Ameritech's attempt to
14 limit the discounts to its 2-wire ADSL and HDSL and its 4-wire HDSL unbundled
15 loops. Focal believes the discounts should be available to any unbundled loop used
16 in the provision of an advanced service. At a minimum, the discount should apply
17 to the generic xDSL unbundled loop described above in the discussion regarding
18 Issue 5.

19
20 86. Q. WHY DOES FOCAL BELIEVE THE DISCOUNTS SHOULD BE PROVIDED TO
21 ANY UNBUNDLED LOOP USED TO PROVIDE ADVANCED SERVICES?

⁹ See the FCC's *Memorandum Opinion and Order*, CC Docket No. 98-141, released October 8, 1999, Appendix C,

1 A. Quite simply, the FCC's merger conditions require that the discounts be available to
2 "...unbundled local loops used to provide Advanced Services in the same relevant
3 geographic area."¹⁰ The merger conditions, unlike Ameritech's proposed language
4 in the agreement, do not limit the discounts to either ADSL or HDSL technologies.
5 Instead, the merger conditions require Ameritech to make the discounts available to
6 any unbundled loop used to provide an advanced service:

7 18. OSS Discounts. Until SBC/Ameritech has developed and
8 deployed OSS options for pre-ordering and ordering xDSL and other
9 Advanced Services components ... SBC/Ameritech's incumbent
10 LECs with the SBC/Ameritech Service Area shall, beginning 30 days
11 after the Merger Closing Date, make available through the inclusion
12 of appropriate terms and conditions in interconnection agreements
13 with telecommunications carriers, a discount of 25 percent from the
14 recurring and nonrecurring charges ... that otherwise would be
15 applicable for unbundled local loops used to provide Advanced
16 Services in the same relevant geographic area.¹¹

17
18 87. Q. IS FOCAL'S PROPOSED LANGUAGE MORE CONSISTENT WITH THE FCC'S
19 REQUIREMENT?

20 A. Yes. It is obvious from the excerpt above that Ameritech is required to provide the
21 discount to any unbundled loop used to provide Advanced Services. The FCC
22 defined Advance Services in its Advanced Services Order as follows:

23 For purposes of this order, we use the term "advanced services" to
24 mean high speed, switched, broadband, wireline telecommunications
25 capability that enables users to originate and receive high-quality
26 voice, data, graphics or video telecommunications using any

Conditions, paragraph 18.

¹⁰ *Id.*

¹¹ *Id.*

1 technology.¹²

2
3 Obviously, the FCC does not limit its definition of Advanced Services to ADSL or
4 HDSL technologies as Ameritech attempts to do in its proposed language included
5 in Section 9.6.1 of its draft agreement. As such, the Commission should reject
6 Ameritech's attempt to limit the unbundled loops to which its OSS discounts should
7 apply, and, should adopt Focal's proposed language which specifically mimics the
8 FCC's merger condition.

9
10 **ISSUE 13: The parties were unable to agree on the provisioning intervals for**
11 **xDSL. [Section E of Schedule 9.10 and Section 2.1.6 of Schedule**
12 **9.5 of the Interconnection Agreement]**
13

14 88. Q. PLEASE EXPLAIN THIS ISSUE.

15 A. Focal has asked that the following language be included in Schedule 9.10 of the
16 Agreement:

17 E. xDSL Unbundled Local Loops

18
19 The provisioning and installation interval for an xDSL loop, where no
20 conditioning is requested, on orders for 1-20 loops per order or per
21 end-user location, will be 3-5 business days, or the provisioning and
22 installation interval applicable to Ameritech's or its affiliate's tariffed
23 xDSL services, whichever is less. The provisioning and installation
24 intervals for xDSL loops, where conditioning is requested, on orders
25 for 1-20 loops per order or per end-user customer location, will be 10
26 business days, or the provisioning and installation interval applicable
27 to Ameritech's or its affiliate's tariffed xDSL services where
28 conditioning is required, whichever is less. Orders for more than 20

12 *Advanced Services Order*, paragraph 1, footnote 2.

1 loops per order or per end-user location, where no conditioning is
2 requested, will have a provisioning and installation interval of 15
3 business days, or as agreed upon by the Parties. Order for more than
4 20 loops per order which require conditioning will have a
5 provisioning and installation interval agreed by the Parties in each
6 instance. These provisioning intervals apply to every xDSL loop
7 regardless of the loop length.
8

9 Schedule 9.10 of the Agreement dictates the provisioning intervals Ameritech
10 will meet in providing Focal access to unbundled network elements. The
11 agreement as currently drafted by Ameritech currently includes no
12 provisioning intervals for DSL related loops. Focal's proposed language
13 would impose upon Ameritech a provisioning interval for DSL related loops.
14

15 89. Q. CAN YOU EXPLAIN FOCAL'S PROPOSAL?

16 A. To provision DSL related services to its end user customers Focal needs some level
17 of certainty as to the provisioning timeframes it can meet in servicing those
18 customers. Likewise, because Focal will in many cases be using Ameritech's
19 unbundled network elements to provision DSL related services to its customers it
20 needs some commitment on the part of Ameritech as to the timeframes required to
21 access the unbundled loops it needs. It is my understanding that Ameritech has been
22 unwilling to commit to any such timeframes for DSL related services. Hence, Focal
23 has requested that the Commission include provisioning timeframes for DSL related
24 services equal to those Ameritech is willing to commit to for Non-DS1, standard
25 unbundled loops (i.e., 3-5 days). Where some level of additional work may be

1 required to provision an xDSL related unbundled loop (i.e., line conditioning), Focal
2 has provided a more reasonable 7 day provisioning timeframe. In addition, Focal has
3 requested language in the agreement that ensures that it will be provided xDSL
4 capable loops in a timeframe no less advantageous than that Ameritech provided to
5 its own affiliates or itself.
6

7 90. Q. WHAT IS THE BASIS FOR FOCAL'S PROPOSAL?

8 A. At a minimum, Focal's proposal simply attempts to ensure that it will be treated fairly
9 when compared to Ameritech's affiliates or the manner by which Ameritech
10 provisions such facility to itself for use by its own end user customers. Second,
11 Focal's proposal simply attempts to insert in the agreement some certainty by which
12 it can approach its customers with a provisioning commitment. Absent some level
13 of commitment from Ameritech, Focal will have no way to provide its own end users
14 a data by which service could be available. This is nearly an impossible scenario
15 under which to attempt to market services. This is especially true when the services
16 in question are Advanced Services likely to be used by sophisticated
17 telecommunications users with specialized needs.
18

19 91. Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

1 A. The Commission should require Ameritech to include the language included above
2 (Section E) in the Interconnection Agreement between the parties for purposes of
3 establishing a provisioning interval for DSL related unbundled loops.

4

5 92. Q. DOES THIS CONCLUDE YOUR VERIFIED STATEMENT?

6 A. Yes, it does.

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

VERIFICATION

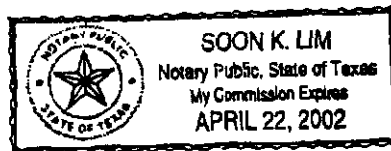
I, Michael Starkey, first duly being sworn upon oath depose and say that I am President of Quantitative Solutions, Inc. ("QSI Consulting") Texas corporation; that I have read the above and foregoing Verified Statement by me subscribed and know the contents thereof; and that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe the same to be true.


Michael Starkey

Subscribed and Sworn
to before me this 31st
day of January, 2000.


Notary Public

SOON K. LIM 1/31/2000



MTS Schedule 1

Michael Starkey



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Competitive Strategies Group, Ltd.
Founding Partner
Senior Vice President and Managing Director of Telecommunications Services

Maryland Public Service Commission
Telecommunications Division
Director

Illinois Commerce Commission
Office of Policy and Planning
Senior Telecommunications Policy Analyst

Missouri Public Service Commission
Utility Operations Division
Telecommunications Department
Economist

[REDACTED]

MTS Schedule 1



Michael Starkey

B.S. Economics / International Marketing

- Southwest Missouri State University, Springfield, Missouri
- Cum Laude Honor Graduate

Graduate Coursework, Finance

- Southwest Missouri State University, Springfield, Missouri
- Lincoln University, Jefferson City, Missouri



- Former member of the Missouri Public Service Commission's Task Force on FCC Docket Nos. 91-141 and 91-213 regarding expanded interconnection, collocation, and access transport restructure
- Former member of the AT&T / Missouri Commission Staff, Total Quality Management Forum responsible for improving and streamlining the regulatory process for competitive carriers
- Former member of the Missouri, Oklahoma, Kansas, Texas, and Arkansas five state Southwestern Bell Open Network Architecture (ONA) Oversight Conference
- Former delegate to the Illinois, Michigan, Indiana, Ohio, and Wisconsin Ameritech Regional Regulatory Conference (ARRC) charged with the responsibility of analyzing Ameritech's "Customers First" local exchange competitive framework for formulation of recommendations to the FCC and the U.S. Department of Justice
- Former member of both the Illinois and Maryland Local Number Portability Industry Consortiums responsible for developing and implementing a permanent data-base number portability solution



Before the Public Utility Commission of Ohio

99-1153-TP-ARB

In the Matter of ICG Telecom Group, Inc.'s Petition for Arbitration of Interconnection Rates,

MTS Schedule 1



Michael Starkey

Terms, and Conditions, and Related Arrangements with Ameritech Ohio.
On behalf of ICG Telecom Group, Inc.

Before the Public Utility Commission of Oregon
ARB 154
Petition for Arbitration of GST Telecom Oregon, Inc. Against US West Communications, Inc.
Under 47 U.S.C. §252(b)
On behalf of GST Telecom Oregon, Inc.

Before the Illinois Commerce Commission
Docket No. 99-0525
Ovation Communications, Inc. d/b/a McLeodUSA, Complaint Against Illinois Bell Telephone Company d/b/a Ameritech Illinois, Under Sections 13-514 and 13-515 of the Public Utilities Act Concerning the Imposition of Special Construction Charges and Seeking Emergency Relief Pursuant to Section 13-515(e)
On behalf of McLeodUSA

Before the Tennessee Regulatory Authority
Docket No. 1999-259-C
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996
On behalf of Focal Communications, Inc.

Before the New Mexico Public Regulation Commission
Case No. 3131
In the Matter of GST Telecom New Mexico, Inc.'s Petition for Arbitration Against US West Communications, Inc., Under 47 U.S.C. § 252(b).
On behalf of GST Telecom New Mexico, Inc.

Before the Georgia Public Service Commission
Docket No. 10767-U
Petition of Focal Telecom Group, Inc. for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996.
On behalf of Focal Telecom Group, Inc.

Before the Public Service Commission of New York
Case No. 99-C-0529
Proceeding on Motion of the Commission to Re-examine Reciprocal Compensation
On behalf of Focal Communications, Inc.

MTS Schedule 1

Michael Starkey



Before the Florida Public Service Commission

Docket No. 990691-TP

Petition by Focal Telecom Group, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996

On behalf of Focal Telecom Group, Inc.

Before the Louisiana Public Service Commission

Docket No. U-24206

Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

On behalf of ITC^DeltaCom, Inc.

Before the South Carolina Public Service Commission

Docket No. 199-259-C

Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

On behalf of ITC^DeltaCom, Inc.

Before the Alabama Public Service Commission

Docket No. 27069

Petition by Focal Telecom Group, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996

On behalf of Focal Telecom Group, Inc.

Before the State of North Carolina Utilities Commission

Docket No. P-582, Sub 6

Petition by Focal Telecom Group, Inc. for Arbitration of Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996

On behalf of Focal Telecom Group, Inc.

Before the Missouri Public Service Commission

Case No. TO-99-370

Petition of BroadSpan Communications, Inc. for Arbitration of Unresolved Interconnection Issues Regarding ADSL with Southwestern Bell Telephone Company

On behalf of BroadSpan Communications, Inc.

MTS Schedule 1



Michael Starkey

Before the Michigan Public Service Commission
Case No. U-11831

In the Matter of the Commission's own motion, to consider the total service long run incremental costs for all access, toll, and local exchange services provided by Ameritech Michigan.
On behalf of MCIWorldCom, Inc.

Before the Illinois Commerce Commission
Docket Nos. 98-0770, 98-0771 cons.

Proposed Modifications to Terms and Conditions Governing the Provision of Special Construction Arrangements and, Investigation into Tariff Governing the Provision of Special Constructions Arrangements
On behalf of AT&T Communications of Illinois, Inc.

Before the Michigan Public Service Commission
Case No. U-11735

In the matter of the complaint of BRE Communications, L.L.C., d/b/a PHONE MICHIGAN, against Michigan Bell Telephone Company, d/b/a AMERITECH MICHIGAN, for violations of the Michigan Telecommunications Act
On behalf of BRE Communications, L.L.C.

Before the Indiana Utility Regulatory Commission
Cause No. 40830

In the Matter of the request of the Indiana Payphone Association for the Commission to Conduct an Investigation of Local Exchange Company Pay Telephone tariffs for Compliance with Federal Regulations, and to Hold Such Tariffs in Abeyance Pending Completion of Such Proceeding
On behalf of the Indiana Payphone Association

Before the Michigan Public Service Commission
Complaint Pursuant to Sections 203 and 318 of the Michigan Telecommunications Act to Compel Respondents to Comply with Section 276 of the Federal Telecommunications Act
On behalf of the Michigan Pay Telephone Association

Before the Missouri Public Service Commission
Case No. TO-98-278

In the Matter of the Petition of Birch Telecom of Missouri, Inc., for Arbitration of the Rates, Terms, Conditions, and Related Arrangements for Interconnection with Southwestern Bell Telephone Company

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Michael Starkey

On behalf of Birch Telecom of Missouri, Inc.

Before the Public Service Commission of the Commonwealth of Kentucky
Administrative Case No. 361
Deregulation of Local Exchange Companies' Payphone Services
On behalf of the Kentucky Payphone Association

Before the Public Utilities Commission of Ohio
Case No. 96-899-TP-ALT
The Application of Cincinnati Bell Telephone Company for Approval of a Retail Pricing Plan
Which May Result in Future Rate Increases
On behalf of the MCI Telecommunications Corporation

Before the Public Utilities Commission of the State of Hawaii
Docket No. 7702
**Instituting a Proceeding on Communications, Including an Investigation of the
Communications Infrastructure of the State of Hawaii**
On behalf of GST Telecom Hawaii, Inc.

Before the Michigan Public Service Commission
Case No. U-11410
**In the Matter of the Petition of the Michigan Pay Telephone Association to initiate an
investigation to determine whether Michigan Bell Telephone Company d/b/a Ameritech
Michigan and GTE North Incorporated are in compliance with the Michigan
Telecommunications Act and Section 276 of The Communications Act of 1934, as amended**
On behalf of the Michigan Pay Telephone Association

Before the Indiana Utility Regulatory Commission
Cause No. 40849
In the matter of Petition of Indiana Bell Telephone Company, Incorporated d/b/a Ameritech
Indiana for the Commission to Decline to Exercise in Whole or in Part its Jurisdiction Over, and
to Utilize Alternative Regulatory Procedures For, Ameritech Indiana's Provision of Retail and
Carrier Access Services Pursuant to I.C. 8-1-2.6 Et Seq.
On behalf of AT&T Communications of Indiana, Inc.

Before the Federal Communication Commission
C.C. Docket No. 97-137

In the Matter of Application by Ameritech Michigan for Authorization under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of Michigan.

On behalf of the AT&T Corporation

Before the Indiana Utility Regulatory Commission

Cause No. 40611

In the Matter of the Commission Investigation and Generic Proceeding on Ameritech Indiana's Rates for Interconnection, Service, Unbundled Elements and Transport and Termination under the Telecommunications Act of 1996 and Related Indiana Statutes

On behalf of the MCI Telecommunications Corporation

Before the Public Utility Commission of Ohio

Case No. 97-152-TP-ARB

In the matter of the petition of MCI Telecommunications Corporation for arbitration pursuant to section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement with Cincinnati Bell Telephone Company

On behalf of the MCI Telecommunications Corporation

Before the Michigan Public Service Commission

Case No. U-11280

In the matter, on the Commission's own motion to consider the total service long run incremental costs and to determine the prices of unbundled network elements, interconnection services, and basic local exchange services for AMERITECH MICHIGAN

On behalf of the MCI Telecommunications Corporation

Before the Illinois Commerce Commission

Docket No. 96-0486

Investigation into forward looking cost studies and rates of Ameritech Illinois for interconnection, network elements, transport and termination of traffic

On behalf of the MCI Telecommunications Corporation

Before the Public Utility Commission of Ohio

Case No. 96-922-TP-UNC

In the Matter of the Review of Ameritech Ohio's Economic Costs for Interconnection, Unbundled Network Elements, and Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic

On behalf of the MCI Telecommunications Corporation

MTS Schedule 1



Michael Starkey

Before the New Jersey Board of Public Utilities

Docket No. TX95120631

In the Matter of the Investigation Regarding Local Exchange Competition for
Telecommunications Services

On behalf of the MCI Telecommunications Corporation

Before the Michigan Public Service Commission

Case No. U-11104

**In the matter, on the Commission's Own Motion, to Consider Ameritech Michigan's
Compliance With the Competitive Checklist in Section 271 of the Telecommunications Act
of 1996**

On behalf of AT&T Communications of Indiana, Inc.

Before the Public Utility Commission of Ohio

Case Nos. 96-702-TP-COI, 96-922-TP-UNC, 96-973-TP-ATA, 96-974-TP-ATA, Case No. 96-
1057-TP-UNC

In the Matter of the Investigation Into Ameritech Ohio's Entry Into In-Region InterLATA
Services Under Section 271 of the Telecommunications Act of 1996.

On behalf of AT&T Communications of Ohio, Inc.

Before the Illinois Commerce Commission

Docket No. 96-0404

Investigation Concerning Illinois Bell Telephone Company's Compliance With Section 271(c) of
the Telecommunications Act of 1996

On behalf of AT&T Communications of Illinois, Inc.

Before the Commonwealth of Massachusetts Department of Public Utilities

In the Matter of: D.P.U. 96-73/74, D.P.U. 96-75, D.P.U. 96-80/81, D.P.U. 96-83, D.P.U. 96-94,
NYNEX - Arbitrations

On behalf of the MCI Telecommunications Corporation

Before the Pennsylvania Public Utility Commission

Docket No. A-31023670002

In the Matter of the Application of MCI Metro Access Transmission Services, Inc. For a
Certificate of Public Convenience and Necessity to Provide and Resell Local Exchange
Telecommunications Services in Pennsylvania

On behalf of MCI Metro Access and Transmission Services, Inc.

Before the New Jersey Board of Public Utilities

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Michael Starkey

Docket No. TO96080621

In the Matter of MCI Telecommunications Corporation for Arbitration with Bell Atlantic-New Jersey, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996
On behalf of the MCI Telecommunications Corporation

Before the Wisconsin Utility Regulatory Commission
Cause No. 40571-INT-01

Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin
On behalf of AT&T Communications of Wisconsin, Inc.

Before the Public Utility Commission of Ohio
Case No. 96-752-TP-ARB

Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Ohio Bell Telephone Company d/b/a Ameritech Ohio
On behalf of AT&T Communications of Ohio, Inc.

Before the Illinois Commerce Commission
Docket No. 96-AB-003
Docket No. 96-AB-004 Consol.

Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Illinois Bell Telephone Company d/b/a Ameritech Illinois
On behalf of AT&T Communications of Illinois, Inc.

Before the Michigan Public Service Commission
Case No. U-11151

Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Michigan Bell Telephone Company d/b/a Ameritech Michigan
On behalf of AT&T Communications of Michigan, Inc.

Before the Indiana Utility Regulatory Commission
Cause No. 40571-INT-01

In the Matter of the Petition of AT&T Communications of Indiana, Inc. Requesting Arbitration of Certain Terms and Conditions and Prices for Interconnection and Related Arrangements from Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana Pursuant to Section 252 (b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996.
On behalf of AT&T Communications of Indiana, Inc.

Before the Missouri Public Service Commission

Michael Starkey

Case No. TT-96-268

Application of Southwestern Bell Telephone Company, Inc. to Revise P.S.C. Mo.-No. 26, Long Distance Message Telecommunications Service Tariff to Introduce the Designated Number Optional Calling Plan

On behalf of the MCI Telecommunications Corporation

Before the Corporation Commission of the State of Oklahoma

Cause No. PUD 950000411

Application of Southwestern Bell Telephone Company for an Order Approving Proposed Revisions in Applicant's Long Distance Message Telecommunications Service Tariff

Southwestern Bell Telephone Company's Introduction of 1+ Saver Directsm

On behalf of the MCI Telecommunications Corporation

Before the Georgia Public Service Commission

Docket No. 6415-U and 6537-U cons.

Petition of MCImetro to Establish Nondiscriminatory Rates, Terms and Conditions for the Unbundling and Resale of Local Loops

On behalf of MCImetro Access Transmission Services

Before the Public Service Commission of the State of Mississippi

Docket No. 95-UA-358

Regarding a Docket to Consider Competition in the Provision of Local Telephone Service

On behalf of the Mississippi Cable Television Association

Before the Maryland Public Service Commission

Docket No. 8705

In the Matter of the Inquiry Into the Merits of Alternative Plans for New Telephone Area Codes in Maryland

On behalf of the Staff of the Maryland Public Service Commission

Before the Maryland Public Service Commission

Docket No. 8584, Phase II

In the Matter of the Application of MFS Intelenet of Maryland, Inc. for Authority to Provide and Resell Local Exchange and Inter-Exchange Telephone Service; and Requesting the Establishment of Policies and Requirements for the Interconnection of Competing Local Exchange Networks

In the Matter of the Investigation of the Commission on its Own Motion Into Policies Regarding Competitive Local Exchange Telephone Service

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Michael Starkey

On behalf of the Staff of the Maryland Public Service Commission

Before the Illinois Commerce Commission

Docket No. 94-0400

Application of MCImetro Access and Transmission Services, Inc. For a Certificate of Exchange Service Authority Allowing it to Provide Facilities-Based Local Service in the Chicago LATA
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission

Docket No. 94-0315

Petition of Ameritech-Illinois for 708 NPA Relief by Establishing 630 Area Code
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission

Docket No. 94-0422

Complaints of MFS, TC Systems, and MCI against Ameritech-Illinois Regarding Failure to Interconnect
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission

Docket Nos. 94-0096, 94-0117, and 94-301

Proposed Introduction of a Trial of Ameritech's Customers First Plan in Illinois, et al.
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission

Docket No. 94-0049

Rulemaking on Line-Side and Reciprocal Interconnection
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission

Docket No. 93-0409

MFS-Intelenet of Illinois, Inc. Application for an Amendment to its Certificate of Service Authority to Permit it to Operate as a Competitive Local Exchange Carrier of Business Services in Those Portions of MSA-1 Served by Illinois Bell Telephone and Central Telephone Company of Illinois
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission

Docket No. 94-0042, 94-0043, 94-0045, and 94-0046

Michael Starkey

Illinois Commerce Commission on its own motion. Investigation Regarding the Access Transport Rate Elements for Illinois Consolidated Telephone Company (ICTC), Ameritech-Illinois, GTE North, GTE South, and Central Telephone Company (Centel)
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Illinois Commerce Commission
Docket No. 93-0301 and 94-0041
GTE North Incorporated. Proposed Filing to Restructure and Consolidate the Local Exchange, Toll, and Access Tariffs with the Former Centel of Illinois, Inc.
On behalf of the Office of Policy and Planning, Illinois Commerce Commission

Before the Public Service Commission of the State of Missouri
Case No. TC-93-224 and TO-93-192
In the Matter of Proposals to Establish an Alternate Regulation Plan for Southwestern Bell Telephone Company
On behalf of the Telecommunications Department, Missouri Public Service Commission

Before the Public Service Commission of the State of Missouri
Case No. TO-93-116
In the Matter of Southwestern Bell Telephone Company's Application for Classification of Certain Services as Transitionally Competitive
On behalf of the Telecommunications Department, Missouri Public Service Commission

Telecommunications Pricing in Tomorrow's Competitive Local Market
Professional Pricing Societies 9th Annual Fall Conference
Pricing From A to Z
Chicago, Illinois, October 30, 1998

Recombining Unbundled Network Elements: An Alternative to Resale
ICM Conferences' Strategic Pricing Forum
January 27, 1998, New Orleans, Louisiana

MERGERS – Implications of Telecommunications Mergers for Local Subscribers
National Association of State Utility Consumer Advocates Mid-Year Meeting,
Chicago, Illinois, June 24 1996

Michael Starkey

Unbundling, Costing and Pricing Network Elements in a Co-Carrier World
Telecommunications Reports' Rethinking Access Charges & Inter-carrier Compensation
Washington, D.C., April 17, 1996

Key Local Competition Issues Part I (novice)
Key Local Competition Issues Part II (advanced)
with Mark Long
National Cable Television Associations' 1995 State Telecommunications Conference
Washington, D.C., November 2, 1995

Competition in the Local Loop
New York State Telephone Association and Telephone Association of New England Issues
Forum
Springfield, Massachusetts, October 18, 1995

Compensation in a Competitive Local Exchange
National Association of Regulatory Utility Commissioner Subcommittee on Communications'
Summer Meetings
San Francisco, California, July 21, 1995

Fundamentals of Local Competition and Potential Dangers for Interexchange Carriers
COMPTEL 1995 Summer Business Conference
Seattle, Washington, June 12, 1995